

86215239

NON-DISTURBANCE AGREEMENT

THIS AGREEMENT dated as of the 8th day of April, 1986, by and between THE DE KALB BANK, an Illinois corporation, (herein "DeKalb") and MICHIGAN SPORTING GOODS DISTRIBUTORS, INC., a Michigan corporation (herein "MC").

WHEREAS, MC has executed or is about to execute a certain Assignment and Assumption of Lease pursuant to which HMI HOLDINGS, INC., is assigning to MC, the Tenant's interest in a Lease for the demised premises located in a building at 830 East Golf Road, Schaumburg, Illinois, concerning the real property described on Exhibit "A"; and

WHEREAS, DeKalb holds a first mortgage affecting the above described premises which is superior to MC's Lease.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, DeKalb consents to the assignment of the lease to MC and agrees to recognize MC's Lease and its right to peaceful possession during the term of said Lease and any extension thereof. In the event of a default on the part of MC's Landlord, DeKalb agrees not to disturb or cause to be disturbed MC's peaceful possession of said demised premises during the term of its Lease or any renewal or extension thereof as long as there is not in existence a default on the part of MC or its assigns which would permit Landlord to terminate the Lease.

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THE FOREGOING provision shall be self-operative and effective without the execution of any further instrument on the part of either party hereto.

THIS AGREEMENT shall run with the land and inure to the benefit of and be binding upon the parties hereto or by their respective successors in interest.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the day and year shown below.

ATTEST:

Anna M. Axford
Its: Assistant Cashier

THE DE KALB BANK

By: [Signature]
Its: VICE PRESIDENT

Date: April 15, 1986

ATTEST:

[Signature]
Its: [Signature]

MICHIGAN SPORTING GOODS DISTRIBUTORS, INC.

By: [Signature]
Edward Finkeisvein

Its Vice President

Date: 4/8/86

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STATE OF ILLINOIS)
)ss
COUNT OF)

The foregoing instrument was acknowledged before me this
15 day of APRIL, 1986, by MARSHALL STRAUSS
the VICE PRESIDENT of The DeKalb
Bank on its behalf.

Dakota J. [Signature]
Notary Public, LaSalle J. [Signature]
County, Illinois
My Commissions Expires: 8-23-87

STATE OF MICHIGAN)
)ss
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this
8th day of April, 1986, by Edward Finkelstein, the Vice President
of Michigan Sporting Goods Distributors, Inc., a Michigan
corporation, on its behalf.

[Signature]
Notary Public, Kent Co., MI
My Commission Expires: 8-5-86

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Property of Court Clerk's Office

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THAT PART OF OUT-L "D" IN SCHAUMBURG INDUSTRIAL PARK, BEING A SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 11, PART OF THE NORTH EAST 1/4 OF SECTION 11, PART OF THE SOUTH WEST 1/4 OF SECTION 12; PART OF THE NORTH WEST 1/4 OF SECTION 13; AND PART OF THE NORTH EAST 1/4 OF SECTION 14, ALL IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; RECORDED AS DOCUMENT NUMBER 20866510 AND FILED AS DOCUMENT #LR 2455597; BOUNDED BY A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF OUT-L "D" AFORESAID; THENCE SOUTH 87 DEGREES 16 MINUTES 56 SECONDS WEST ALONG THE SOUTH LINE OF SAID OUT-L "D" A DISTANCE OF 1752.0 FEET FOR A POINT OF BEGINNING:

THENCE CONTINUING SOUTH 87 DEGREES 16 MINUTES 56 SECONDS WEST ALONG THE SOUTH LINE OF SAID OUT-L "D" A DISTANCE OF 350.0 FEET, THENCE NORTH 02 DEGREES 42 MINUTES 04 SECONDS WEST A DISTANCE OF 600.0 FEET; THENCE NORTH 87 DEGREES 16 MINUTES 56 SECONDS EAST, A DISTANCE OF 350.00 FEET, THENCE SOUTH 02 DEGREES 43 MINUTES 04 SECONDS EAST, A DISTANCE OF 600.0 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE SOUTH 20.0 FEET THEREOF IN COOK COUNTY, ILLINOIS.

Exhibit A.

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Date April 14, 1986

AMERICAN NATIONAL BANK, as
Trustee under Trust Agreement
dated April 1983
and known as Trust No. 59135
33 North La Salle Street
Chicago, Illinois 60690

Gentlemen:

The undersigned do hereby authorize and direct you to execute, as Trustee under the above numbered trust, and not individually, the following tendered to you this date for your signature, a copy of same being hereto attached, and upon execution of same deliver to: _____

Gary Solomon

The undersigned do hereby certify that all of said documents to be executed by you have been examined by the undersigned and that all statements contained therein are true and correct.

DESCRIPTION OF DOCUMENT:

Assignment and Assumption Agreement
Non-Disturbance Agreement
Supplemental Agreement

RECEIVED/MAILED above described
documents duly executed this _____
day of _____, 19____.

By _____

For _____

AFFIDAVIT ON REVERSE SIDE REQUIRED
WHEN DIRECTION IS GIVEN BY LESS THAN
ALL BENEFICIARIES.

THE AMERICAN NATIONAL BANK

Marshall H. Thomas

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American National Bank
and Trust Company of Chicago

33 North La Salle Street/Chicago, Illinois 60601-3121 (661-5000)


April 5, 1985

TO WHOM IT MAY CONCERN:

RE: Trust No. 59135
830 E. Golf Road
Schaumburg, IL

Pursuant to a direction from the beneficiaries of the above-captioned trust, you are hereby authorized to enter into Leases or Lease Amendments with Gary Solomon and Company as agents for the beneficiaries of said trust.

Very truly yours,


Laura Hughes
Land Trust Administrator

30 MAY 25 9:56

LH/lms

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